injure the subordinates when the fact is well known that nothing is so demoralizing as the lack of it. Now, to accomplish all this, it has been found necessary to compel both sides to live up to their engagements, and this is the object of the Revised Statutes.

The court, however, lays down as a general test that any form of "servitude, which was knowingly and willingly entered into," is not an "involuntary servitude" within the meaning of the Amendment. Such contracts of service may be void on grounds of public policy, or there may be no means of enforcing them. Assent to this proposition may not be readily given. In the *Slaughter House Cases*, 16 Wall. 36, 89, Mr. Justice Miller expressed the opinion that the words "involuntary servitude" were inserted lest it might be possible to defeat the real scope of the Amendment by the contention that slavery had come to mean African slavery as it had existed in this country. He cites, as examples of the abuses aimed at, the long terms of apprenticeship common in the West Indies, and the condition of serfdom. As the Amendment provides that slavery shall not exist in this country, surely a man cannot sell himself into slavery. Were not the forms of servitude the Amendment was intended to cover meant to be dealt with in exactly the same manner as slavery? The words "slavery" and "involuntary servitude" are coupled together. Is it not fair to say that it was the status of "involuntary servitude," no matter when it became involuntary, that was deemed pernicious, and not merely the method of its creation? There seems to be much to be said for the view taken by Mr. Justice Harlan in his dissenting opinion, that the word "involuntary" is not to be separated from the word "servitude," and its force confined to the inception of the service.

Negotiability of a Note Payable to a Trustee. — It is said in the case of *The Third National Bank* v. *Lange*, 51 Md. 138, that a note payable on its face to the order of A B, trustee, is not "within the class of paper known as commercial paper." If this expression means no more than that a purchaser of such paper must always take it with notice that the payee held it in trust, so that the purchaser will take the risk of getting no beneficial interest in the note in case the trustee has transferred wrongfully, and that therefore such paper will not pass so freely from hand to hand as ordinary bills and notes, the language of the court is entirely correct. If the assertion, on the other hand, is that such paper is not negotiable, or that it is subject to the equities existing between the original parties in the hands of all subsequent holders, the court was clearly in error. This appears from the recent well considered case of *Fox* v. *Citizens' Bank & Trust Co.*, 37 S. W. Rep. 1102 (Tenn.). In that case a trustee sold to the plaintiff certain lots of land, with the consent of the beneficial owners, and took the plaintiff's notes payable to him as trustee, which he discounted at the defendant bank. It turned out afterwards that the trustee was unable to convey the land sold, so that the consideration for the notes wholly failed; but of this defendant had no notice. The plaintiff then sought for an injunction to restrain defendant from suing on the notes, but this the court properly refused to grant. Whatever might be the bank's liability to the *cestui que trust* of the payee in case he had committed a breach of trust in transferring to the bank, the payee has clearly power to pass the legal title in the note, and the bank is entitled to hold it as free from any equities between previous

parties as any other purchaser for value without notice. The word "trustee" apparently can give no notice of any equity in favor of the maker; nor is there any authority for such a notion. The way in which the courts treat such notes is shown in *Downer* v. *Read*, 19 Mich. 493, where the word "trustee" is said to be merely descriptive. Though this descriptive epithet cannot be said to be superfluous, for it does create a possible liability to persons claiming under the trustee, yet in a dispute between the parties to the note the epithet is immaterial. A trustee holding a note appears, in brief, to be in a position like that of an indorsee for collection, who is certainly entitled to pass on the note, subject always to the trust expressed by the indorser for collection. This view is not inconsistent with the decision in *Bank* v. *Lange*, *supra*, nor with *Nicholson* v. *Chapman*, 1 La. Ann. 222, and cases following it. The courts will in such cases give relief to the payee's *cestuis*, but not to the maker.

INJUNCTIONS AGAINST LIBELS. — It has been generally considered that the jurisdiction of equity over torts only extended to violations of property rights. Thus it was said by Lord Hardwicke, in *Huggonson's Case*, 2 Atk. 469, that equity would not enjoin a libel, unless it were also a contempt of court; and in 1873 a similar declaration was emphatically made in the case of *Prudential Assurance Co.* v. *Knott*, L. R. 10 Ch. 142. Five years later, however, it was stated in the cases of *Beddow* v. *Beddow*, 9 Ch. D. 92, and *Quartz Hill Mining Co.* v. *Beall*, 20 Ch. D. 501, that a libel might be in certain extreme cases restrained by injunction; this opinion was confirmed by the Court of Appeal in *Bonnard* v. *Perryman*, [1891] 2 Ch. 269; and such an injunction has actually been granted in a few cases, notably in *Monson* v. *Tussauds*, [1894] 1 Q. B. 671. This innovation on the practice of the Court of Chancery seems to have been considered in the opinions in the four cases just mentioned, as authorized by the Common Law Procedure Act of 1854, and the Judicature Act of 1873. Whether these Acts, which were apparently intended to regulate only matters of form, ought to be construed as conferring on any court powers which no court had ever possessed before, seems to be extremely doubtful. The propriety of such an interpretation of these Acts, and of the assertion on any ground of a power to enjoin libels, is vigorously denied in the February number of the Law Magazine and Review, in an article written by Mr. H. C. Folkard. These late cases nevertheless continue to represent the law in England; and the doubt whether they can properly be rested on statutory grounds, while from one point of view it simply suggests that these cases were erroneously decided, from another point of view seems to show that the jurisdiction of equity has actually been extended in an essential point without statutory aid.

The American courts have adhered strictly to the early practice of the Court of Chancery, except perhaps in the case of *Emack* v. *Kane*, 34 Fed. Rep. 46; and the late English cases have had no effect in this country, being treated as grounded on statutes. (See *Kidd* v. *Horry*, 28 Fed. Rep. 773.) Neither in the early English cases, however, nor in the American cases, which merely follow them, are any very satisfactory reasons given why a violation of a personal right, such as the right to one's reputation, ought never to be restrained by injunction, except that the courts have never in fact issued such injunctions. Such a remedy will very seldom be